THUMP RECORDS, INC.
903 Mariner St.
Brea, California 92821

Dated as of November 13, 2006

Moon Music Group
Francisco Zarathustra
P/k/a Santos
10612 S. Mills Ave. # 101
Whittier, CA 90604

Re: **DEAL MEMO FOR RECORDING / MERCHANDISING AGREEMENT FOR SANTOS**

Dear Moon Music Group:

As we discussed, this letter will set forth the material terms and conditions of an exclusive recording agreement between Thump Records, Inc. ("Thump"), whose address is 903 Mariner ST., Brea, California 92821, and Moon Music Group, ("you"), whose address is 10612 S. Mills Ave. # 101, Whittier, CA 90604 pursuant to which you hereby agree to provide your recording services exclusively to Thump during the term hereof.

1. Term. The initial period shall commence as of the date hereof and shall continue until the date nine (9) months after the initial U.S. release of the **[single]** to be delivered during that period; plus **Four (4)** option periods, each of which shall commence upon the expiration of the immediately-preceding period and shall continue until the date nine (9) months after the initial U.S. release of the album to be delivered during that option period. Each option shall be exercisable by written notice from Thump to you by the later of (a) the expiration date of the Contract Period which is then in effect (the "Current Contact Period") or (b) within thirty (30) days after you advise Thump that such Current Contract Period has expired and that you desire that Thump either exercise or waive such Option Period.

2. Minimum Delivery Commitment. One (1) commercially and technically satisfactory **[single]** during the initial period, and one (1) commercially and technically satisfactory album during each succeeding option period. The minimum delivery commitment for each contract period will be fulfilled within four (4) months of commencement of that contract period.

3. Territory. The world.

4. Grant of Rights. All masters recorded by you during the term constitute works made for hire and are the sole and exclusive property of Thump. Thump shall have the right to exploit the master recordings (which shall include Existing Masters) in any and all media, whether now known or hereafter devised, and through any and all channels and means of distribution throughout the universe. You grant Thump exclusive worldwide rights to use your name, likeness and bio in connection with the promotion, advertising and exploitation of the master recordings hereunder.

5. Recording Fund/Advance.

Existing Masters which shall constitute the first Single, a recoupable advance of $1500.00, payable one-half (1/2) promptly following the later of delivery to and acceptance by Thump of the Existing Master(s) or the execution hereof and one-half (1/2) promptly following the execution hereof.]

(b) LPs 1 through 4: 2/3rds of the royalties earned and credited to your account in connection with USNRC Net Sales of the immediately-preceding album, less reasonable reserves, during the twelve-month period immediately following initial U.S. release of the album, with minimums and maximums as follows:

	Maximum	Minimum
LP1	$5,000.00	$2,500.00
LP2	$10,000.00	$5,000.00
LP3	$15,000.00	$10,000.00
LP4	$20,000.00	$15,000.00

(c) The recording costs for each Album (which are to be set forth in a recording budget to be approved by Thump) shall be paid from the Recording Fund for that Album. The Recording Fund (and any other Recording Costs) shall be recoupable from any and all monies payable to you hereunder. 15% of each Recording Fund shall be payable promptly following commencement of recording of applicable album, and the balance remaining after all recording costs are deducted shall be payable promptly following satisfactory delivery to Thump of the album in question and of all necessary and related consents and approvals.

6. Royalties.

(a) U.S. Royalties.

	[0-50,000]	[50,001-100,000]	[100,001+]
LPs 1 and 2:	12%	12.5%	13%
LPs 3 and 4:	13%	13.5%	14%

LPs CD singles: 10%
12" singles: 10%
EPs: 10%

(b) Foreign Royalties.

UK, Canada: 66_% of otherwise applicable U.S. royalty rate.

Other Territories: 50% of otherwise applicable U.S. royalty rate.

(c) New Configurations. 80% of otherwise applicable rate.

(d) Digital Downloads: 15% of the retail price paid by the consumer for the applicable download.

(e) All non USNRC Net LP Sales shall be adjusted and reduced in accordance with Thump's standard policies, including the following:

"Midprice" records: 66% of otherwise applicable rate.

"Budget" records: "premium" records, military and government sales: 50% of otherwise applicable rate.

Sales through record clubs, mail order, TV or radio ads: 50% of otherwise applicable rate.

No royalty on "bonus" or "free" records, cutouts, scrap and records sold at 50% or less of Thump's wholesale cost. Free Goods shall be limited to 15% of total sales for albums and 23% for singles.

Commercial Single net sales shall be fifteen percent (15%) of the otherwise applicable rate.

Royalties for records embodying licensed Masters with other master recordings shall be prorated by the total number of master recordings embodied thereon as compared to Licensed Masters.

7. Packaging Deductions. 10% for single pocket vinyl 12" singles or EPs, 25% for CD singles and CDs and other new configurations.

8. Sales Basis/Base Price. All royalties shall be

paid on ninety percent (90%) of net sales (total sales less returns, free goods, sales discounts, etc.). Royalties shall be calculated on Thump's suggested retail list price for audio-only Records, and for Videos, on Thump's published price to dealers less ten percent (10%). Thump may retain a reasonable reserve against returns and credits from royalties otherwise payable hereunder.

9. Miscellaneous Royalty Adjustments. The royalties payable hereunder shall be otherwise subject to the reductions, deductions, adjustments and royalty-free distributions, and shall be calculated, prorated and paid in accordance with Thump's standard terms and conditions (subject to good faith negotiations between Thump and you).

(a) Reserves. 25%. Should it be determined returns for Artist exceed twenty five percent (25%), Thump shall be entitled to increase the reserves by an amount reasonably reflective of such excess until such time that it is reasonably determined that historical returns have been brought to within the 25% range, as applicable, provided that the total reserve held shall in no event exceed thirty-five percent (35%). All such reserves shall be liquidated no later than the 4th semi-annual accounting statement following that on which they were first withheld.

(b) Free Goods. 15%.

10. Controlled Compositions/Mechanical Royalties. All controlled compositions (yours or those of the producer of any Master hereunder) shall be licensed in the United States and Canada at 75% of (a) for the United States, the minimum statutory rate under the U.S. copyright law and (b) for Canada, the prevailing industry rate in effect applicable to the use of musical compositions on Records, to be determined as of the date of delivery or (if sooner) scheduled delivery (the "Controlled Rate") for top-line LPs and 12" singles sold through normal distribution channels, and at 75% of the Controlled Rate for budget or reissue records, records other than LPs and 12" singles, and sales through record clubs and mail order. Maximum aggregate mechanical royalty (for both controlled and non-controlled compositions): 10 times applicable controlled composition mechanical royalty for LPs, twice that amount for 12" singles, 6 times that amount for EPs, 3 times that amount for other records. Payment for use of Controlled Compositions in Videos is included within the royalty set forth above.

11. Recoupment. No royalties shall be payable

hereunder until all costs incurred in connection with the recording and production of recordings, videos (subject to paragraph 13 below), independent promotion, sample clearances paid by Thump, artist advances and any and all other charges recoupable pursuant to this agreement have been recouped by Thump from the royalties otherwise payable to you hereunder (including mechanical royalties with respect to excess recording costs and sample clearances and/or other costs that Thump may, in its sole discretion, elect to pay and for which you are otherwise responsible).

12. Sample Clearance. You are responsible for clearing any samples and for paying any costs in connection therewith.

13. Third Party Distributor. If Thump enters into an agreement with a third party distributor to record, produce, manufacture and distribute Records embodying Master Recordings made hereunder, then, to the extent any non-material, "boilerplate", or royalty calculation or accounting provisions differ from the corresponding terms set forth herein, this agreement shall be deemed modified to the extent necessary to conform with the provisions of the distribution agreement.

14. **Merchandising. You grant exclusive worldwide rights to Thump to use your name, logo, likeness and biographical materials for merchandising purposes. Thump shall pay you 50% of Thump's net proceeds in connection with such uses.]**

15. Accounting. All royalties and/or net proceeds (other than mechanicals) shall be payable semi-annually; Mechanical royalties shall be payable quarterly, all in accordance with Thump's standard accounting procedures.

16. Representations and Warranties. You hereby warrant and represent that you have the right to enter into this agreement and to transfer, sell and assign to Thump all rights of ownership and other rights as set forth herein; and that all master recordings Existing Masters, musical compositions and other materials delivered or to be delivered by you hereunder shall be original and shall not infringe upon or otherwise violate any right of any third party. You shall indemnify, save, defend and hold Thump harmless from and against any claim that is inconsistent with the foregoing and Thump shall have the right to withhold payment to you until the resolution of any such claim.

17. Legal Representation. This document contains important legal terms and rights that affect you and Thump has advised you to seek independent legal counsel. You hereby acknowledge that you have secured or have had the opportunity to

secure legal counsel to represent you in connection with this agreement. Should you choose not to secure independent counsel, you acknowledge that your decision will have been made knowingly and wilfully.

18. Additional Documentation. The parties hereto intend to prepare, negotiate in good faith and execute more formal documentation in respect of this agreement incorporating the foregoing on Thump's standard form. Such documentation shall also include Thump's standard terms and conditions pertaining to agreements of the nature hereof, including, without limitation, name and likeness grants, rerecording restrictions, customary accounting and audit provisions, California choice of law, notice and cure provisions, and additional representations and warranties. Until such time, if ever, that the parties enter into such more formal documentation, this letter shall constitute a binding agreement between the parties, their successors and assigns. You hereby agree to execute any further documents that are reasonably necessary in order to effectuate the terms hereof, including, without limitation, any assignments of copyright.

If the foregoing correctly reflects the material terms of your agreement with Thump, please execute this letter agreement where indicated below.

Sincerely,

THUMP RECORDS, INC.

By:_____
Its_____

AGREED TO AND ACCEPTED:

_____
[ARTIST]